

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

KELLEY S. SIMPSON;  
CHRISTOPHER L. SITTENAUER;  
CHRISTOPHER E. SITTENAUER;  
LKS; and BAS and ZES, minors  
by and through their Guardian  
ad Litem, KELLEY S. SIMPSON,

Plaintiffs,

v.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE CO.; and DOES 1-10,

Defendants.

No. 2:19-cv-02389-JAM-KJN

**ORDER GRANTING DEFENDANT'S  
MOTION TO TRANSFER, DENYING  
PLAINTIFFS' MOTION TO EXERCISE  
COLORADO RIVER ABSTENTION, AND  
DECLINING TO ADJUDICATE  
PLAINTIFFS' MOTION FOR A  
DISCRETIONARY STAY**

Plaintiffs filed a suit against their car insurance company in Placer County Superior Court. They allege Defendant unlawfully deprived them of personal insurance protection benefits following a car accident in California. Ex. 1 to Notice of Removal, ECF No. 1. Plaintiffs filed their complaint alongside two personal injury suits stemming from the car accident. Before Plaintiffs could consolidate the three cases, Defendant removed this suit to federal court. It now seeks to transfer the case to the Eastern District of Michigan. Mot. to

1 Transfer Venue, ECF No. 3. Plaintiffs opposed this motion, ECF  
2 No. 10, and filed a motion to either stay the federal court  
3 proceedings pending resolution of the action in state court or  
4 abstain from exercising its jurisdiction. Mot. to Stay, ECF No.  
5 8.<sup>1</sup> State Farm opposed Plaintiffs' motion. ECF No. 9. For the  
6 reasons discussed below, the Court GRANTS Defendant's motion to  
7 transfer. Moreover, the Court DENIES Plaintiffs' motion to  
8 exercise Colorado River abstention and DECLINES TO ADJUDICATE  
9 Plaintiffs' motion for a discretionary stay.

#### 10 11 I. BACKGROUND

12 Two years ago, Christopher E. Sittenauer ("Sittenauer"), his  
13 mother, and his three younger siblings traveled from Michigan to  
14 California. Ex. 1 to Notice of Removal ¶ 2 ("Compl."), ECF No.  
15 1. While in California, they were involved in a serious car  
16 accident. Compl. ¶ 1. Plaintiffs allege this accident occurred  
17 because another driver, Holly Van Doren, crossed over a double-  
18 yellow line, veering into Sittenauer's lane. Compl. ¶ 1.  
19 Everyone in Sittenauer's car suffered injuries in the collision.  
20 Compl. ¶ 2. They, along with Sittenauer's father—the primary  
21 policyholder for Plaintiffs' insurance policy—filed suit in  
22 Placer County Superior Court. See Mot. to Stay at 2-3.

23 Initially, all of the plaintiffs in this case filed a  
24 personal injury suit against Van Doren. Mauer Decl. ISO Mot. to  
25 Stay ("Mauer Decl.") ¶ 4, ECF No. 8-2. But shortly thereafter,  
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27 <sup>1</sup> These motions were determined to be suitable for decision  
28 without oral argument. E.D. Cal. L.R. 230(g). The hearing was  
scheduled for May 5, 2020.

1 Plaintiffs Kelley Simpson, Christopher L. Sittenauer, Brigitta  
2 Sittenauer, and Zoe Sittenauer voluntarily dismissed their claims  
3 without prejudice and refiled with new counsel. Id. The second  
4 suit named both Van Doren and Sittenauer as defendants. Id. The  
5 third suit arose between Plaintiffs and State Farm when the  
6 insurance carrier denied them certain no-fault personal insurance  
7 protection ("PIP") benefits provided by Michigan's No-Fault  
8 Automobile Insurance Act (MCL 500.3101, et seq.). Compl. ¶¶ 11,  
9 15-18.

## 10 11 II. OPINION

### 12 A. Abstention

13 Plaintiffs contend the Court should abstain from exercising  
14 its jurisdiction over this suit under the Colorado River  
15 abstention doctrine. Mot. to Stay at 8. Although Plaintiffs  
16 argue for Colorado River abstention as an alternative to a  
17 discretionary stay, the Court finds it proper to address  
18 jurisdiction-related issues first. In doing so, the Court finds  
19 Colorado River abstention is not proper here.

20 Federal courts "have a 'virtually unflagging  
21 obligation . . . to exercise the jurisdiction given them,'  
22 including in cases involving parallel state litigation." Seneca  
23 Ins. Co. v. Strange Land, Inc., 862 F.3d 835, 841 (9th Cir.  
24 2017) (quoting Colo. River, 424 U.S. at 817). Even so, "[t]he  
25 Colorado River doctrine allows a district court to stay or  
26 dismiss a federal suit 'due to the presence of a concurrent  
27 state proceeding for reasons of wise judicial administration.'" Minucci v. Agrama, 868 F.2d 1113, 1115 (9th Cir. 1989) (quoting

1 Moses H. Cone Memorial Hosp. v. Mercury Constr. Corp., 460 U.S.  
2 1, 15, 103 S.Ct. 927, 936 (1983)).

3 Federal courts may only "[a]bdicat[e] . . . the obligation  
4 to decide cases" under Colorado River "in [] exceptional  
5 circumstances." Seneca Ins. Co., 862 F.3d at 841. They must  
6 balance eight factors to determine whether exceptional  
7 circumstances exist: (1) which court first assumed jurisdiction  
8 over any property at stake; (2) the inconvenience of the federal  
9 forum; (3) the desire to avoid piecemeal litigation; (4) the  
10 order in which the forums obtained jurisdiction; (5) whether  
11 federal law or state law provides the rule of decision on the  
12 merits; (6) whether the state court proceedings can adequately  
13 protect the rights of the federal litigants; (7) the desire to  
14 avoid forum shopping; and (8) whether the state court  
15 proceedings will resolve all issues before the federal court.  
16 Id. at 841-42. "Any doubt as to whether a factor exists should  
17 be resolved against a stay [or dismissal]." Id. at 842 (quoting  
18 Travelers Indem. Co. v. Madonna, 914 F.2d 1364, 1369 (9th Cir.  
19 1990)).

20 As both parties agree, the first factor does not apply.  
21 Mot. to Stay at 9; Opp'n to Stay at 6 n.3. The second, fourth,  
22 and seventh factors, however, weigh in favor of abstaining.  
23 Adjudicating a suit in federal court is not per se inconvenient  
24 when a similar suit is pending in state court. But when two out  
25 of three similar suits are pending in state court, awaiting  
26 consolidation, it is undoubtedly inconvenient to have the third  
27 component litigated in a separate city, before a different  
28 judge, bound by a separate set of procedural rules. Defendant's

1 conclusory statement to the contrary does not sway the Court.  
2 See Opp'n to Stay at 6.

3 The fourth factor is undisputed—Placer County Superior  
4 Court obtained jurisdiction over the state suits first. Mauer  
5 Decl. ¶ 2. Moreover, the Court finds that exercising its  
6 jurisdiction over this case would promote forum shopping.  
7 Defendant argues that if any party has engaged in forum shopping  
8 it was Plaintiffs: Michigan residents with a Michigan insurance  
9 policy who opted to file their lawsuit in California. Opp'n to  
10 Stay at 7. This argument ignores all relevant context.  
11 California is likely the only state whose courts would have  
12 personal jurisdiction over the defendants in all three cases.  
13 Bearing this jurisdictional consideration in mind, Plaintiffs  
14 filed in the forum that would allow them to adjudicate all three  
15 components of their suit in the state where the accident  
16 occurred. Even though Defendant has offices and attorneys in  
17 California, it opted to disrupt Plaintiffs' reasonable choice of  
18 forum—first, removing the suit to federal court, then requesting  
19 to transfer it halfway across the country. These forum-shopping  
20 efforts weigh heavily in favor of abstention.

21 The fifth factor—whether federal or state law provides the  
22 rule of decision on the merits—is neutral. The “presence of  
23 federal-law issues must always be a major consideration weighing  
24 against surrender” of jurisdiction. Moses H. Cone Memorial  
25 Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 26 (1983). But as  
26 Plaintiffs argue, the inverse is not always true. Mot. to Stay  
27 at 11. The “the presence of state-law issues may weigh in favor  
28 of [abstention]” only “in some rare circumstances.” Moses H.

1 Cone Memorial Hosp., 460 U.S. at 26. The state law issues must  
2 be so unusually complex that they are better suited for  
3 adjudication by the court most familiar with that state's law.  
4 Seneca Insur. Co., Inc. v. Strange Land, Inc., 862 F.3d 835, 844  
5 (9th Cir. 2016). Plaintiffs' insurance contract claims are not  
6 unusually complex. Nor is a California state court uniquely  
7 familiar with the Michigan law that governs those claims. That  
8 state law provides the rule of decision weighs neither in favor  
9 nor against abstention.

10 The remaining factors—factors three, six, and eight—counsel  
11 against abstention. Contrary to what Plaintiffs argue,  
12 adjudication of this suit in federal court will not result in  
13 piecemeal litigation at all, let alone the type of piecemeal  
14 litigation that the Colorado River abstention doctrine deems  
15 troublesome. "Piecemeal litigation occurs when different  
16 tribunals consider the same issue, thereby duplicating efforts  
17 and possibly reaching different results." Seneca Ins. Co., 862  
18 F.3d at 842 (quoting Am. Int'l Underwriters (Philippines), Inc.  
19 v. Cont'l Ins. Co., 843 F.2d 1253, 1258 (9th Cir. 1988)).  
20 Plaintiffs' federal and state court suits do not implicate the  
21 same legal issues. Plaintiffs' state court suits aim to assess  
22 drivers' relative fault in the car accident that caused  
23 Plaintiffs' injuries. This suit, on the other hand, revolves  
24 around the question of whether they are entitled to benefits for  
25 the injuries they incurred. The issues pending in state court  
26 are, in a layman's sense, related to the issues in this suit.  
27 And resolution of the state court proceedings may aid the  
28 federal litigants in informally resolving their claims. But

1 Plaintiffs have not identified how the state and federal  
2 tribunal could arrive at conflicting results in a legal sense.  
3 Nor can the Court.

4 Furthermore, Colorado River abstention is not appropriate  
5 for every risk of piecemeal litigation. Id. The risk of  
6 conflicting state and federal court judgments must be one that  
7 undermines a federal policy or a federal interest in uniformity.  
8 Id. at 842-43. Allowing Plaintiffs' suits to proceed  
9 concurrently in state and federal courts will not implicate or  
10 risk undermining any national interests in uniformity.

11 Finally, the state court proceedings will not "adequately  
12 protect the rights of the federal litigants" or "resolve all  
13 issues before the federal court." See id. at 845. Plaintiffs  
14 insist that State Farm's lien on Plaintiffs' state-court  
15 proceedings sufficiently guards State Farm's interests. Mot. to  
16 Stay at 11-12. But the fact that State Farm's lien may  
17 ultimately reimburse previously-paid benefits does not answer  
18 the question of whether State Farm breached its contract, acted  
19 in bad faith, or violated Michigan law by initially denying  
20 those benefits. The state court proceedings are therefore  
21 inadequate to protect Defendant's interests in this case.

22 The prospect of informal settlement also does not satisfy  
23 Colorado River's "parallelism" factor. Plaintiffs contend that,  
24 given the current settlement discussions, "there is only a small  
25 doubt that the resolution of state court actions will not  
26 [resolve] this action." Id. at 12. But the question of  
27 parallelism factor asks whether a state proceeding will resolve  
28 the issues presented in a federal court as a matter of law, not

1 as a matter of practicality. See Seneca Insur. Co., 862 F.3d at  
2 845. And, as a matter of law, the Court finds resolution of  
3 Plaintiffs' personal injury claims will leave Plaintiffs'  
4 insurance claims unresolved.

5 Although some Colorado River factors weigh in favor of  
6 abstention, the parallelism factor is ultimately dispositive.  
7 See id. at 845 (quoting Cone Mem'l Hosp., 460 U.S. at 28, 103 S.  
8 Ct. 927 ("When a district court decides to dismiss or stay under  
9 Colorado River, it presumably concludes that the parallel state-  
10 court litigation will be an adequate vehicle for the complete  
11 and prompt resolution of the issues between the parties. If  
12 there is any substantial doubt as to this, it would be a serious  
13 abuse of discretion to grant the stay or dismissal at all.")).  
14 The Court therefore finds Colorado River abstention is improper  
15 here.

16 B. Transfer

17 Defendant requests the Court transfer this case to the  
18 Eastern District of Michigan. Federal law governs this motion.  
19 Ravelo Monegro v. Rosa, 211 F.3d 509, 511-12 (9th Cir. 2000).  
20 More specifically, because Defendant seeks to transfer this case  
21 from one federal district court to another, 28 U.S.C. § 1404(a)  
22 applies.

23 When assessing the propriety of a section 1404 transfer, a  
24 district court must first determine whether Plaintiffs could  
25 have originally brought their suit in the transferee district.  
26 Hoffman v. Blaski, 363 U.S. 335, 343-44 (1960). If so, the  
27 court then "evaluate[s] both the convenience of the parties and  
28 various public-interest considerations." Atlantic Marine Const.



1 Co., Inc. v. U.S. Dist. Court for Western Dist. Of Texas, 571  
2 U.S. 49, 62 (2013). Upon weighing these private- and public-  
3 interest factors, the court must “decide whether, on balance, a  
4 transfer would serve ‘the convenience of the parties and  
5 witnesses’ and otherwise promote ‘the interests of justice.’”  
6 Id. at 62-63 (quoting 28 U.S.C. § 1404(a)).

7 It is undisputed that Plaintiffs could have originally  
8 filed their suit against State Farm in the Eastern District of  
9 Michigan. The Eastern District of Michigan would have had both  
10 personal jurisdiction over the parties and subject-matter  
11 jurisdiction over the suit. See Mot. to Transfer at 7-8. Venue  
12 would have also been proper. See id. The propriety of  
13 Defendant’s motion therefore turns upon whether transferring the  
14 case to the Eastern District of Michigan would promote both the  
15 convenience of the parties and the interests of justice.

16 1. Private Interest Factors

17 To determine whether the convenience of the parties and  
18 witnesses is best served by transferring the case, courts  
19 consider: (1) where the relevant agreements were negotiated;  
20 (2) what state is most familiar with the governing law; (3) the  
21 plaintiff’s choice of forum; (4) the parties’ contacts with the  
22 forum; (5) the contacts relating to the plaintiff’s cause of  
23 action in the chosen forum; (6) the differences in cost of  
24 litigation in the two forums; (7) the availability of compulsory  
25 process to compel attendance of unwilling non-party witnesses;  
26 and (8) the ease of access to sources of proof. See Jones v.  
27 GNC Franchising, Inc., 211 F.3d 495, 498-99 (9th Cir. 2000).  
28 Defendant bears the burden of showing that the transferee

1 district would be "a more convenient forum, not a forum likely  
2 to prove equally convenient or inconvenient." Pizana v.  
3 SanMedica Int'l LLC, No. 1:18-cv-00644-DAD-SKO, 2019 WL 4747947,  
4 at \*3 (E.D. Cal. Sept. 30, 2019)

5 Quoting Atlantic Marine Const. Co., Inc., Defendant argues,  
6 "When a defendant files a section 1404(a) motion, a district  
7 court should transfer the case unless extraordinary  
8 circumstances unrelated to the convenience of the parties  
9 clearly disfavor a transfer." 571 U.S. at 52. This selective  
10 reading of Atlantic Marine is incorrect. The "extraordinary  
11 circumstances" standard only applies when a Defendant invokes  
12 section 1404(a) to enforce a forum-selection clause. Id. "The  
13 presence of a valid forum-selection clause requires district  
14 courts to adjust their usual § 1404(a) analysis." Id. at 63.  
15 The court may not give any weight to the plaintiff's choice of  
16 forum. Id. Nor may it consider any factors related to the  
17 parties' or witnesses' convenience. The purpose of these  
18 modifications is to give the forum-selection clause "controlling  
19 weight in all but the most exceptional cases." Id. at 63. But  
20 Defendant does not identify any forum-selection clause that its  
21 motion seeks to enforce. Defendant therefore bears the burden  
22 of showing that the Eastern District of Michigan is a more  
23 convenient forum for both the parties and the witnesses.

24 The Court finds three private-interest factors weigh in  
25 favor of transferring this suit to the Eastern District of  
26 Michigan. As Defendant argues, the insurance policies were  
27 negotiated and executed in Michigan. Mot. to Transfer at 6.  
28 Moreover, Michigan's No-Fault Automobile Act is the basis for

1 Plaintiffs' claims. Id. Lastly, the parties' contacts with the  
2 forum counsel toward transferring the suit. Plaintiffs are  
3 Michigan residents. Mot. at 8. And eight of the State Farm  
4 claim handlers involved in Plaintiffs' claims reside in  
5 Michigan. Id. at 10.

6 The private-interest factors favoring transfer do not, by  
7 themselves, outweigh the compelling reasons for keeping the suit  
8 in this district. Plaintiffs' choice of forum is entitled to  
9 significant deference. Admittedly, "the strong presumption in  
10 favor of the plaintiff's choice of forum" only exists when the  
11 plaintiff chooses to sue in her home forum. Piper Aircraft Co.  
12 v. Reyno, 454 U.S. 235, 255-56 (1981). As Piper Aircraft  
13 explained, "when the home forum has been chosen, it is  
14 reasonable to assume that this choice is convenient," but  
15 "[w]hen the plaintiff is foreign, [] this assumption is much  
16 less reasonable." Id. Absent evidence to the contrary, a  
17 plaintiff's decision to sue outside her home forum triggers  
18 concerns that she has prioritized gamesmanship over judicial  
19 efficiency. In re Apple, Inc., 602 F.3d 909, 913 (8th Cir.  
20 2010). But there is evidence to the contrary here. As already  
21 discussed, California is likely the only state where Plaintiffs  
22 could litigate all three cases arising out of their California  
23 accident in a single forum. Defendant does not present any  
24 evidence to suggest Plaintiff filed this suit in California to  
25 avail itself of different substantive law or to impede  
26 Defendant's ability to litigate. Contra id. Indeed,  
27 Plaintiffs' choice of a foreign forum attempted to serve, not  
28 deplete, the judicial economy. The Court does not find that

1 Plaintiffs' decision to sue outside their home state reflects  
2 sharp practices. Accordingly, the Court affords their choice of  
3 forum significant deference.

4 For many of the same reasons, the Court also finds that the  
5 contacts relating to the plaintiff's cause of action in this  
6 district cut against transferring the suit to Michigan. There  
7 are significant contacts relating Plaintiffs' suit to  
8 California: the underlying accident occurred in California and  
9 two other suits arising out of the injuries caused by that  
10 accident are pending in a California court. Although this case  
11 presents distinct legal issues, the Court cannot deny the  
12 relationship between the relief Plaintiffs seek and Plaintiffs'  
13 chosen forum.

14 Finally, the increased cost of litigating in two forums  
15 weighs against transferring the case. Defendant's removal has  
16 already required Plaintiffs to litigate their suits in both  
17 federal and state court. If this suit is transferred,  
18 Plaintiffs will have to litigate at the federal and state level  
19 in two different states. Plaintiffs represent they would have  
20 to retain new counsel if the Court transferred this case to  
21 Michigan. Opp'n to Transfer at 9. Plaintiffs will lose the  
22 benefit of having legal counsel who is involved and familiar  
23 with the state court proceedings, and they will incur additional  
24 expenses as their newly-retained counsel gets up to speed. Id.  
25 Defendant argues that any inconvenience of proceeding in  
26 multiple states is remedied by the fact that the transferee  
27 district is in Plaintiffs' home state. Mot. to Transfer at 9.  
28 If true, Plaintiffs presumably would not oppose the transfer.

1       The remaining two factors—the availability of compulsory  
2 process to compel attendance of unwilling non-party witnesses  
3 and the ease of access to sources of proof—apply neutrally.  
4 Defendant argues that Plaintiffs have submitted claims to State  
5 Farm from 19 healthcare providers in Michigan and 10 healthcare  
6 providers in California. Mot. to Transfer at 10. This ratio,  
7 without context, provides the Court little guidance. More  
8 relevant to the witness-inconvenience inquiry is which  
9 healthcare providers the parties intend to call as witnesses and  
10 whether any of them would be unwilling to testify absent  
11 compulsory process. See Applied Elastomerics, Inc. v. Z-Man  
12 Fishing Products, Inc., No. 06-cv-2469-CW, 2006 WL 2868971, at  
13 \*4-5 (N.D. Cal. Oct. 6, 2006). Plaintiffs represent that many  
14 of the relevant out-of-state medical providers already plan to  
15 travel to California to testify in the state-court proceedings.  
16 Opp’n to Transfer at 11. To that end, transferring this suit to  
17 Michigan would not free the witnesses from traveling to  
18 California; it would simply require duplicative testimony. Id.  
19 The Court finds Defendant’s arguments on the witness-convenience  
20 factor are too generalized to counsel in favor of transferring  
21 this suit. Defendant’s sources-of-proof argument is likewise  
22 too vague to support its motion for transfer. See Mot. to  
23 Transfer at 10-11.

## 24           2.   Public Interest Factors

25       A district court must also ask whether a section 1404(a)  
26 transfer would serve the “interests of justice.” 28 U.S.C.  
27 § 1404(a). Relevant public interest factors include: (1) the  
28 administrative difficulties flowing from court congestion;

1 (2) the 'local interest in having localized controversies  
2 decided at home'; (3) the interest in having the trial of a  
3 diversity case in a forum that is at home with the law that must  
4 govern the action; (4) the avoidance of unnecessary problems in  
5 conflict of laws, or in the application of foreign law; and  
6 (5) the unfairness of burdening citizens in an unrelated forum  
7 with jury duty. Decker Coal Co. v. Commonwealth Edison Co., 805  
8 F.2d 834, 843 (9th Cir. 1986) (citing Piper Aircraft, 454 U.S.  
9 at 255); Leetsch v. Freedman, 260 F.3d 1100, 1105 (9th Cir.  
10 2001))

11 As Defendant argues, all of the public interest factors  
12 weigh in favor of transferring this suit to the Eastern District  
13 of Michigan. Mot. to Transfer at 11-12. Plaintiffs do not  
14 meaningfully refute this. See Opp'n to Transfer at 11-12. They  
15 argue that California has an interest in "maintaining  
16 jurisdiction over this case and staying it so that the state  
17 court proceedings can [] be [timely] resolved," but do not  
18 provide any authority to support this claim. Id. at 12.  
19 Indeed, Plaintiffs continue to ignore that the claims pending in  
20 state court will not legally resolve the claims at issue here.  
21 Id. And while California has an interest in retaining  
22 jurisdiction over personal injury suits that arise within its  
23 borders, its interest in adjudicating disputes arising under  
24 out-of-state insurance policies is, as Defendant argues "tenuous  
25 at best." Def.'s Reply re Transfer at 5, ECF No. 11.

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1                   3.    Conclusion

2           The Court finds a section 1404 transfer is appropriate  
3 here. Several private interest factors and all of the public  
4 interest factors indicate that this suit is better suited in the  
5 Eastern District of Michigan. See Wireless consumers Alliance,  
6 Inc. v. T-Mobile USA, Inc., No. C 03-3711 MHP, 2003 WL 22387598,  
7 at \*4 (N.D. Cal. Oct. 14, 2003) ("The question of which forum  
8 will better serve the interest of justice is of predominant  
9 importance on the question of transfer, and factors involving  
10 convenience of parties and witnesses are in fact subordinate.").  
11 The Court therefore grants Defendant's motion to transfer.

12           C.   Stay

13           The Court declines to adjudicate Plaintiffs' motion for a  
14 discretionary stay. Mot. to Stay at 5-6. Having found that a  
15 section 1404 transfer is appropriate, the Court also finds that  
16 the Eastern District of Michigan is better equipped "to control  
17 the disposition of the causes on its docket." See Landis v.  
18 North Am. Co., 299 U.S. 248, 254-55 (1936).

19           D.   Page Limits

20           The Court's Order re Filing Requirements ("Order"), ECF No.  
21 2-2, limits reply briefs in support of motions to stay and  
22 motions to transfer venue to five (5) pages. Order at 1. A  
23 violation of the Order requires the offending counsel (not the  
24 client) to pay \$50.00 per page over the page limit to the Clerk  
25 of Court. Id. The Court does not consider arguments made past  
26 the page limit. Id. Defendant's reply brief in support of its  
27 motion to transfer exceed the page limit by one (1) page.  
28 Defense counsel must therefore send a check payable to the Clerk

1 for the Eastern District of California for \$50.00 no later than  
2 seven days from the date of this Order. Plaintiffs' reply brief  
3 in support of their motion to stay exceeded the page limit by  
4 two (2) pages. Plaintiffs' counsel must send a check payable to  
5 the Clerk for the Eastern District of California for \$100.00 no  
6 later than seven days from the date of this order.

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8 III. ORDER

9 For the reasons set forth above, the Court GRANTS  
10 Defendant's motion to transfer. Moreover, the Court DENIES  
11 Plaintiffs' motion to exercise Colorado River abstention and  
12 DECLINES TO ADJUDICATE Plaintiffs' motion for a discretionary  
13 stay.

14 IT IS SO ORDERED.

15 Dated: June 15, 2020

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18 JOHN A. MENDEZ,  
19 UNITED STATES DISTRICT JUDGE  
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